

**UNITED STATES DISTRICT COURT
DISTRICT OF MAINE**

U.S. BANK NATIONAL)	
ASSOCIATION, AS TRUSTEE FOR)	
BANC OF AMERICA FUNDING)	
2008-FT1 TRUST, MORTGAGE)	
PASS-THROUGH CERTIFICATES,)	
SERIES 2008-FT1,)	Docket No. 1:22-cv-00399-NT
)	
Plaintiff,)	
)	RE: 389 Knowles Road
v.)	Belgrade, ME 04917
)	
JULIE A. BEEDLE and)	
DUANE C. BEEDLE)	Mortgage: September 18, 2003
)	Kennebec County Registry of Deeds
Defendants,)	Book 7726, Page 296
)	
CITIBANK (SOUTH DAKOTA) N.A.)	
and FIA CARD SERVICES N.A.,)	
)	
Parties-in-Interest.)	

CONSENT JUDGMENT OF FORECLOSURE AND SALE

Now comes the Plaintiff, U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1, and the Defendants, Julie A. Beedle and Duane C. Beedle, and hereby submit this Consent Judgment of Foreclosure and Sale. Count II – Breach of Note, Count III – Breach of Contract, Money Had and Received, and Count IV – Unjust Enrichment are hereby **DISMISSED** without prejudice at the request of the Plaintiff.

JUDGMENT on Count I – Foreclosure and Sale is hereby **ENTERED** as follows:

If the Defendants or their heirs or assigns pay U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through

Certificates, Series 2008-FT1 (“**U.S. Bank**”) the amount adjudged due and owing (\$194,765.80) within 90 days of the date of the Judgment, as that time period is calculated in accordance with 14 M.R.S. § 6322, U.S. Bank shall forthwith discharge the Mortgage and file a dismissal of this action on the ECF Docket. The following is a breakdown of the amount due and owing:

Description	Amount
Principal Balance	\$96,951.89
Interest	\$45,347.95
Unpaid Late Charges	\$45.92
Escrow Advance	\$51,070.04
Corporate Advance	\$1,350.00
Grand Total	\$194,765.80

1. If the Defendants or their heirs or assigns do not pay U.S. Bank the amount adjudged due and owing (\$194,765.80) within 90 days of the judgment, as that time period is calculated in accordance with 14 M.R.S. § 6322, their remaining rights to possession of the Belgrade Property shall terminate, and U.S. Bank shall conduct a public sale of the Belgrade Property in accordance with 14 M.R.S. § 6323, disbursing the proceeds first to itself in the amount of \$194,765.80 after deducting the expenses of the sale, with any surplus to be disbursed pursuant to Paragraph 5 of this Judgment, and in accordance with 14 M.R.S. § 6324. U.S. Bank may not seek a deficiency judgment against the pursuant to the Plaintiff’s waiver of deficiency.

2. Pursuant to 14 M.R.S. § 2401(3)(F), the Clerk, if requested, shall sign a certification after the appeal period has expired, certifying that the applicable period has expired without action or that the final judgment has been entered following appeal.

3. The Plaintiff is responsible for recording the attested copy of this Judgment with the signed Clerk's certification in the proper county's registry of deeds within one year of the entry of the final judgment and for paying the appropriate recording fees. *See* 14 M.R.S. § 2401(3).

4. The amount due and owing is \$194,765.80 and the mortgage loan is in default because the Defendants, Julie A. Beedle and Duane C. Beedle, failed to comply with the terms of the Note and are in breach of both the Note and Mortgage.

5. The priority of interests is as follows:

- U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 has first priority, in the amount of \$194,765.80, pursuant to the subject Note and Security Agreement and Mortgage.
- Julie A. Beedle and Duane C. Beedle have second priority behind the Plaintiff.¹

6. The prejudgment interest rate is 4.75%, *see* 14 M.R.S. § 1602-B, and the post-judgment interest rate is 10.45%, *see* 14 M.R.S. § 1602-C.

7. The following information is included in this Judgment pursuant to 14 M.R.S.A. § 2401(3):

¹ Although the two parties-in-interest had each recorded a writ of execution in the Kennebec Registry of Deeds, they both have been defaulted and so are not entitled to recovery in this action.

PLAINTIFF	PARTIES U.S. Bank National Association, as Trustee for Banc of America Funding 2008-FT1 Trust, Mortgage Pass-Through Certificates, Series 2008-FT1 425 Walnut St. Cincinnati, OH 45202	COUNSEL John A. Doonan, Esq. Doonan, Graves & Longoria, LLC 100 Cummings Center Suite 303C Beverly, MA 01915
DEFENDANT	Duane C. Beedle 389 Knowles Road Belgrade, ME 04917	Paul Brunetti, Esq. Clifford and Golden PO Box 368 Lisbon Falls, ME 04252
DEFENDANT	Julie A. Beedle 263 Collins Mills Road West Gardiner, ME 04345	Pro Se
PARTY-IN-INTEREST	Citibank (South Dakota) N.A. 701 East 60th Street, North Sioux Falls, SD 57104	Defaulted
PARTY-IN-INTEREST	FIA Card Services 1100 North King Street Wilmington, DE 19801	Defaulted

- a. The docket number of this case is No. 1:22-cv-00399-NT.
- b. All parties to these proceedings received notice of the proceedings in accordance with the applicable provisions of the Federal Rules of Civil Procedure.
- c. A description of the real estate involved, 389 Knowles Road, Belgrade, Maine 04917, is set forth in Exhibit A to the Judgment herein.
- d. The street address of the real estate involved is 389 Knowles Road, Belgrade, ME 04917. The Mortgage was executed by the Defendants,

Julie A. Beedle and Duane C. Beedle on September 18, 2003. The book and page number of the Mortgage in the Kennebec Registry of Deeds is Book 7726, Page 296.

- e. The Defendants, Julie A. Beedle and Duane C. Beedle, having failed to comply with the terms of the Note, the object of this litigation, are in breach of both the Note and Mortgage.
- f. This judgment shall not create any personal liability on the part of the Defendants but shall act solely as an *in rem* judgment against the property, 389 Knowles Road, Belgrade, Maine 04917

Dated: January 30, 2024

/s/John A. Doonan, Esq.
John A. Doonan, Esq.
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Dated: January 30, 2024

/s/Paul Brunetti, Esq.
Duane C. Beedle
c/o Paul Brunetti, Esq.
Clifford and Golden PO Box 368
Lisbon Falls, ME 04252

SO ORDERED.

/s/ Nancy Torresen
United States District Judge

Dated this 31st day of January, 2025.

A certain lot or parcel of land situated Westerly of (but not abutting) the Knowles Road in the Town of Belgrade, County of Kennebec and State of Maine, bounded and described as follows:

Beginning at the present Northwestern corner of land now of the grantees herein (Duane C. and Julie A. Beedle) (4675/292) said corner being on the Southerly line of land now or formerly of Cynthia M. and Alfred G. Morin (3982/292); thence Southerly along the present Westerly line of the Grantees herein about Five hundred fifty (550) feet to the Grantee's present Southwesterly corner; thence Westerly by a line parallel to the Southerly line of land now or formerly of said Morin about Five hundred twenty-five (525) feet to a point, thence Northerly parallel with the present Westerly line of land now of the grantees herein about Five hundred fifty (550) feet to a point in the Southerly line of land now or formerly of said Morin; thence Easterly along the Southerly line of land now or formerly of said Morin about Five hundred twenty-five (525) feet to the point of beginning.

This lot or parcel contains about 6.5 acres.

Meaning and intending to convey a part and part only of the premises acquired by Ralph C. Johnson (now deceased) and Alfreda J. Johnson, as joint tenants, by Warranty Deed of Alfred J. Sirois and Esther B. Sirois, dated December 30, 1984 and recorded in the Kennebec County Registry of Deeds Book 2448, Page 160 (first parcel described), and that legal description was corrected by a deed among the parties recorded in Book 2808, Page 1.

